

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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DERRICK MULLINS,

Plaintiff,

Case No. 17CV2563

-against-

CONSENT STIPULATION

EAST ROCK N ROLLS INC. d/b/a TEA MAGIC and  
THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE  
CITY OF NEW YORK,

Defendants.

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**WHEREAS**, Plaintiff DERRICK MULLINS ("Plaintiff") filed a complaint in the above-captioned action against Defendants EAST ROCK N ROLLS INC. d/b/a TEA MAGIC (the "Store") and THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK (collectively "Defendants"; Plaintiff and Defendants are collectively designated as the "Parties"), alleging *inter alia*, certain purported violations of the Americans with Disabilities Act, 42 U.S.C 12181, and related claims arising under New York State Executive Law, the New York City Human Rights Law, and the New York Civil Rights Law, and seeking certain forms of relief thereunder (the "Action"); and

**WHEREAS**, the claims alleged herein by Plaintiff arise in connection with the property located at 2878 Broadway, New York, New York (the "Property"); and

**WHEREAS**, Defendants have denied all allegations that they have violated any laws, statutes, rules, regulations or ordinances; and

**WHEREAS**, the Parties desire to settle all claims alleged herein, without an admission of liability, on the terms and conditions set forth herein; it is therefore

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**STIPULATED, CONSENTED AND AGREED**, that this action shall be settled as follows:

1. Remedial Measures.

The Store hereby agrees to install a permanent ramp, with railings (collectively, the "Ramp"), at the entrance to the Store which would allow Plaintiff and other patrons in wheelchairs to enter the Store. If a cement ramp is installed, the Ramp will be a minimum of 56 inches long, with a slope of 1:8, and 60 inches wide across the width of the entrance, with a total of 38 inches out onto the sidewalk (with the other 18 inches extending over the doorway recess). In the alternative, the Store may permanently affix an aluminum Ramp (including railings) with a removal section over the cellar doors, which shall have a landing a minimum of 44 inches by 44 inches and a sloped section which run along the storefront a distance of 56 inches from the end of the landing. If an aluminum ramp is used, then the door must be rehung to hinge on the right as you face the door. The installation of the Ramp shall be completed within six months of the date this Stipulation is filed with the Southern District Court (the "Start Date"). Within 30 days of the installation of the Ramp, the attorney for the Store shall notify Plaintiff's counsel and shall furnish photograph(s) of the completed Ramp;

2. Settlement Amount.

The Parties agree that the Store shall be responsible for monetary compensation to be paid in resolution of all claims asserted in this action, pursuant to a separate and confidential letter and signed by counsel for the Store and Plaintiff as authorized representatives of their clients (such monetary compensation being identified as the "Settlement Payment").

3. Release.

In consideration of the Defendants' obligations under this Stipulation, the Plaintiff on behalf of himself, his heirs, executors, beneficiaries, trustees, administrators, representatives, successors and assigns ("Releasor") hereby remises, releases, acquits, satisfies, and discharges Defendants, their parents, subsidiaries and affiliates, and their current and/or former officers, directors, members, shareholders, employees, attorneys, trustees, administrators, representatives, successors and assigns ("Releasees") from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, equity, or admiralty, which the Releasor ever had, now has or hereafter can, shall or may have against the Releasees from the beginning of the world up to the date of this Stipulation with respect to all claims made, or which could have been made, in the Action.

4. Withdrawal of Action.

Upon execution of this Stipulation, Plaintiff's counsel shall file a stipulation of dismissal in the form annexed.

5. No Admission of Liability.

Nothing in this Stipulation shall constitute or be deemed to constitute an admission of fault, wrongdoing or liability on the part of Defendants. Defendants acknowledge, without conceding, any infirmity in their defenses, that they are entering into this Stipulation solely in order to settle this dispute and to avoid the further expense and inconvenience of litigation. Plaintiff

acknowledges that nothing herein is to be construed as an admission of liability or culpability by either of the Defendants, and acknowledges further that the remedial steps to be taken herein constitute a satisfactory resolution of the access claims alleged herein.

6. Fees and Expenses.

Each of the Parties shall bear their own attorneys' fees and costs incurred in connection with or related to the Action not otherwise encompassed by the terms of this Stipulation provided, however, that in the event of breach of this Stipulation, the non-breaching party shall be entitled to collect any fees or expenses incurred, including reasonable attorneys' fees, by reason of efforts to enforce this Stipulation, or the separate letter agreement relating to the Settlement Payment.

7. Authority.

Each signatory hereto represents and warrants that he/she has full authority to enter into this Stipulation on behalf of that Party. All references to the Defendants herein shall be deemed to include their successors and assigns.

8. Governing Law and Jurisdiction.

This Stipulation shall be deemed to be made and entered into in the State of New York, and shall in all respects be interpreted, enforced and governed under the laws of New York. The Parties agree that venue for any litigation brought to enforce this Stipulation shall lie in the United States District Court for the Southern District of New York, or, if that Court refuses to accept jurisdiction, in any court of competent jurisdiction in New York, New York.

9. Interpretation.

The language of all parts of this Stipulation shall in all cases be construed as a whole,



according to its fair meaning, and not strictly for or against any of the Parties. This Stipulation has been negotiated by and between the Parties' respective counsel, and shall not be construed against the "drafter" of the Stipulation.

10. Modification of Stipulation.

This Stipulation may be amended, revoked, changed, or modified only upon a written agreement executed by the Parties. No waiver of any provision of this Stipulation will be valid unless it is in writing and signed by the party against whom such waiver is charged.

11. Entire Agreement.

This Stipulation sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between the Parties hereto pertaining to the subject matter hereof.

12. Signatures in Counterparts.

This Stipulation can be executed in any number of counterparts, each of which shall be taken to be one and the same instrument, for the same effect as if the Parties had the same signature page. A facsimile copy, or Adobe PDF, of any party's signature shall be deemed as legally binding as an original signature.

13. Headings.

The headings of the Sections in this Stipulation have been inserted for convenience or reference only, are not intended to be considered as a part hereof, and shall not modify or restrict any of the terms or provisions hereof.

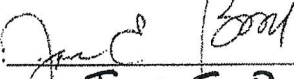
IN WITNESS WHEREOF, the Parties have hereunder set their hands as of the date set forth below.

Dated: New York, New York

JULY 25, 2017

  
DERRICK MULLINS

THE TRUSTEES OF COLUMBIA  
UNIVERSITY IN THE CITY OF NEW YORK

By:   
Name: Jane E. Booth  
Title: General Counsel

EAST ROCK N ROLLS INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

So Ordered:

\_\_\_\_\_  
USDCJ

forth below.

Dated: New York, New York  
, 2017

DERRICK MULLINS

THE TRUSTEES OF COLUMBIA  
UNIVERSITY IN THE CITY OF NEW YORK

EAST ROCK N ROLLS INC.

By: \_\_\_\_\_  
Name:  
Title:

By: Sharon Ling  
Name: Sharon Ling  
Title: President

So Ordered:

USDCJ

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